

Apex Growth Website Terms and Conditions

Please read these Terms and Conditions (“Terms”, “Terms and Conditions”) carefully before going to <http://apexgrowth.co> (the “Service”) operated by Customer Acquisition Inc. DBA Apex Growth (“us”, “we”, “our”, “Customer Acquisition Inc.”, or “Apex Growth”).

Your access to and use of the Service is conditioned upon your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who wish to access or use the Service.

By accessing or using the Service you agree to be bound by these Terms. If you disagree with any part of the terms then you do not have permission to access the Service.

CONTENT

The information, text, graphics, videos, or other material (“Content”) of the pages of this website is for general information and use only and is subject to change without notice.

The accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this website for any particular purpose is not guaranteed.

You acknowledge that such information and materials may contain errors or inaccuracies and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.

Your use of any information or materials on this website is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any information available through this website meet your specific requirements.

TYPES OF CONTENT

The Content of the pages of this website falls in four (4) categories:

Functional Content – any content used to define interactions, transactions and user interface elements included but no limited to navigation menus, content categories, content tags or transactional content.

Authored Content – any content posted by registered users included but not limited to content published by partners, authors or registered users as a result of, but not limited to, a service contract.

User Content – any stored by registered users, that it is not the subject of a contract, and are subject to these Terms.

Public Content – any content posted by registered users in the comment section of the Service.

Our Service allows you to post, link, store, share and otherwise make available certain information, text, graphics, videos, or other material. You are responsible for the Content that you post on or through the Service, including its legality, reliability, and appropriateness.

By posting Content on or through the Service, you represent and warrant that: (i) the Content is yours (you own it) and/or you have the right to use it and the right to grant us the rights and license as provided in these Terms, and (ii) that the posting of your Content on or through the Service does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person or entity. We reserve the right to terminate the account of anyone found to be infringing on a copyright, promoting a Hate Organization as defined here, or is engaging in hate speech.

You retain any and all of your rights to any Content you submit, post or display on or through the Service and you are responsible for protecting those rights. We take no responsibility and assume no liability for Content you or any third-party posts on or through the Service. However, by posting Content using the Service you grant us the right and license to use, modify, publicly perform, publicly display, reproduce, and distribute such Content on and through the Service. You agree that this license includes the right for us to make your Content available to other users of the Service, who may also use your Content subject to these Terms.

Apex Growth has the right but not the obligation to monitor and edit all Content provided by users.

In addition, Content found on or through this Service are the property of Apex Growth or used with permission. You may not distribute, modify, transmit, reuse, download, repost, copy, or use said Content, whether in whole or in part, for commercial purposes or for personal gain, without the express advance written permission from us.

COMMUNICATIONS

You may communicate with us using any of the following methods:

- E-mail, via info@apexgrowth.co for general communication, product information, support or any other commercial or non-commercial inquiry, or info@apexgrowth.co for any privacy-related information or request.
- Contact Forms for general communication, product information, support or any other commercial or non-commercial inquiry
- Support Chat for any information on inquiries on our Products;
- If you initiate a contact with us, without being a registered user, we will use your contact information to respond to your requests.

We may send you information by email on our Service's new content, our Products, or other promotions. If required by applicable law, we will send you such information only with your consent.

Please note that we will send transactional messages, triggered, but not limited by opt-ins, opt-outs, account changes, Product(s) downloads, and any Personal Data requests.

We will deliver Service Bulletins and Product Bulletins regarding the provision of our Service to our Service Customers unless an account deletion and/or contract termination request is made.

A Service Bulletin is non-marketing and non-commercial communication including but not limited to updates to the Terms and Conditions, Privacy Policy, Cookie Policy, Business Transactions, and any other contractual communication.

A Product Bulletin is a non-marketing and non-commercial communication, including but not limited to security notifications, Product(s) updates, Product(s) security patches or data breach notifications.

If at any time, you wish not to receive any future communications, or you wish to have your name deleted from our mailing lists, or you wish to have your Personal Data removed from our Service, you may use the built-in delete functionality or contact us at: info@apexgrowth.co

PURCHASES

If you wish to purchase any product or service made available through the Service ("Purchase"), you may be asked to supply certain information relevant to your Purchase including but not limited to your billing address, and your shipping information.

You represent and warrant that the information you supply to us is true, correct and complete.

The service may employ the use of third-party services for the purpose of facilitating payment and the completion of Purchases. By submitting your information, you grant us the right to provide the information to these third parties subject to our Privacy Policy.

Depending on your payment choice, you may need to provide additional details including, but not limited to your credit card number, the expiration date of your credit card.

You represent and warrant that: (i) you have the legal right to use any credit card(s) or other payment method(s) in connection with any Purchase; and that (ii) the information you supply to us is true, correct and complete.

We reserve the right to refuse or cancel your order at any time for reasons including but not limited to: product or service availability, errors in the description or price of the product or service, error in your order or other reasons.

We reserve the right to refuse or cancel your order if fraud or an unauthorized or illegal transaction is suspected.

RETURNS AND REFUNDS POLICY

We issue refunds for listing on your site as detailed in the engagement outline signed at the beginning of the contract.

We issue refunds for digital products within 30 days of the original Purchase of the product.

We issue refunds for digital products only under the following conditions:

- Product not delivered (if you haven't received the delivery email from us)
- Download issues (if you experience problems while downloading the product)
- Major defects. All our products are tested properly, but unexpected errors may occur.
- We don't issue refunds if the product is purchased using the discount deal offer or if the product has the free/demo version. We don't issue refunds for digital products which have the live demo or trial period.

We recommend contacting us for assistance if you experience any issues receiving or downloading our products.

We do not guarantee that our products are fully compatible with any third-party software. We do not issue refunds if our products are incompatible with any third-party software, except for those that are specified on the page of each product.

If you have any questions about our Returns and Refunds Policy, please contact us: info@apexgrowth.co

AVAILABILITY, ERRORS, AND INACCURACIES

We are constantly updating product and service offerings on the Service. We may experience delays in updating information on the Service and in our advertising on other websites. The information found on the Service may contain errors or inaccuracies and may not be complete or current. Products or services may be mispriced, described inaccurately, or unavailable on the Service and we cannot guarantee the accuracy or completeness of any information found on the Service.

We, therefore, reserve the right to change or update information and to correct errors, inaccuracies, or omissions at any time without prior notice.

CONTESTS, SWEEPSTAKES, AND PROMOTIONS

Any contests, sweepstakes or other promotions (collectively, "Promotions") made available through the Service may be governed by rules that are separate from these Terms & Conditions. If you participate in any Promotions, please review the applicable rules as well as our Privacy Policy. If the rules for a Promotion conflict with these Terms and Conditions, the Promotion rules will apply.

ACCOUNTS

When you create an account with us, you guarantee that you are above the age of 18 and that the information you provide us is accurate, complete, and current at all times. Inaccurate, incomplete, or obsolete information may result in the immediate termination of your account on the Service.

When you create an account with us, your Personal Data is processed and protected according to our Privacy Policy.

You are responsible for maintaining the confidentiality of your account and password, including but not limited to the restriction of access to your computer and/or account. You agree to accept responsibility for any and all activities or actions that occur under your account and/or password, whether your password is with our Service or a third-party service. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account.

You may not use as a username the name of another person or entity or that is not lawfully available for use, a name or trademark that is subject to any rights of another person or entity other than you, without appropriate authorization. You may not use as a user name any name that is offensive, vulgar or obscene.

We reserve the right to refuse service, terminate accounts, remove or edit content, or cancel orders at our sole discretion.

COPYRIGHT POLICY

We respect the intellectual property rights of others. It is our policy to respond to any claim that Content posted on the Service infringes on the copyright or other intellectual property rights ("Infringement") of any person or entity.

If you are a copyright owner or authorized on behalf of one, and you believe that the copyrighted work has been copied in a way that constitutes copyright infringement, please submit your claim via email to info@apexgrowth.co, with the subject line: "Copyright Infringement" and include in your claim a detailed description of the alleged Infringement as detailed below, under "DMCA Notice and Procedure for Copyright Infringement Claims".

You may be held accountable for damages (including costs and attorneys' fees) for misrepresentation or bad-faith claims on the infringement of any Content found on and/or through the Service on your copyright.

DMCA NOTICE AND PROCEDURE FOR COPYRIGHT INFRINGEMENT CLAIMS

You may submit a notification pursuant to the Digital Millennium Copyright Act (DMCA) by providing our Copyright Agent with the following information in writing (see 17 U.S.C 512(c)(3) for further detail):

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright's interest;
- a description of the copyrighted work that you claim has been infringed, including the URL (i.e., web page address) of the location where the copyrighted work exists or a copy of the copyrighted work;
- identification of the URL or other specific location on the Service where the material that you claim is infringing is located;
- your address, telephone number, and email address;
- a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

You can contact our Copyright Agent via email at info@apexgrowth.co.

INTELLECTUAL PROPERTY

The Service and its original content (excluding Content provided by users), features and functionality are and will remain the exclusive property of Apex Growth and its licensors. The Service is protected by copyright, trademark, and other laws of both the United States and foreign countries. Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of Apex Growth.

LINKS TO OTHER WEBSITES

Our Service may contain links to third party websites or services that are not owned or controlled by Apex Growth.

Apex Growth has no control over and assumes no responsibility for the content, privacy policies, or practices of any third party websites or services. We do not warrant the offerings of any of these entities/individuals or their websites.

You acknowledge and agree that Apex Growth shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of

or reliance on any such content, goods or services available on or through any such third party websites or services.

We strongly advise you to read the terms and conditions and privacy policies of any third party websites or services that you visit.

TERMINATION

We may terminate or suspend your account and bar access to the Service immediately, without prior notice or liability, under our sole discretion, for any reason whatsoever and without limitation, including but not limited to a breach of the Terms.

If you are a Visitor and wish to terminate your account, you may simply discontinue using the Service.

If you are a Registered User and wish to terminate your account, you must delete your account using the built-in functionality, or submit a delete request at info@apexgrowth.co.

If you are a Newsletter Subscriber and wish to terminate your account, you must opt-out from the Service or submit a delete request at info@apexgrowth.co. If applicable, you also must delete your account using the built-in functionality,

If you are a Customer and wish to terminate your account, you must delete your account using the built-in functionality, or submit a delete request at info@apexgrowth.co.

All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

INDEMNIFICATION

You agree to defend, indemnify and hold harmless Apex Growth and its licensee and licensors, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees), resulting from or arising out of a) your use and access of the Service, by you or any person using your account and password; b) a breach of these Terms, or c) Content posted on the Service.

LIMITATION OF LIABILITY

In no event shall Apex Growth, nor its directors, employees, partners, agents, suppliers, or affiliates, be liable for any indirect, incidental, special, consequential or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from (i) your access to or use of or inability to access or use the Service; (ii) any conduct or content of any third party on the Service; (iii) any content obtained from the Service;

and (iv) unauthorized access, use or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

DISCLAIMER

Your use of the Service is at your sole risk. The Service is provided on an “AS IS” and “AS AVAILABLE” basis. The Service is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement or course of performance.

Apex Growth its subsidiaries, affiliates, and its licensors do not warrant that a) the Service will function uninterrupted, secure or available at any particular time or location; b) any errors or defects will be corrected; c) the Service is free of viruses or other harmful components; or d) the results of using the Service will meet your requirements.

EXCLUSIONS

Some jurisdictions do not allow the exclusion of certain warranties or the exclusion or limitation of liability for consequential or incidental damages, so the limitations above may not apply to you.

GOVERNING LAW

These Terms shall be governed and construed in accordance with the laws of California, United States, without regard to its conflict of law provisions.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service, and supersede and replace any prior agreements we might have had between us regarding the Service.

CHANGES

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material we will provide at least 30 days notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

By continuing to access or use our Service after any revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you are no longer authorized to use the Service.

CONTACT US

If you have any questions about these Terms, please contact us.

Customer Acquisition Inc. DBA Apex Growth
360 N Pacific Coast Hwy Ste 2000
El Segundo, CA 90245
Email: info@apexgrowth.co